

CHAPTER 14: LAWN AND GARDEN EQUIPMENT REPLACEMENT

This chapter describes the minimum criteria and requirements for Carl Moyer Program Lawn and Garden Equipment (L&GE) replacement projects. L&GE replacement provides a streamlined approach to reduce emissions by replacing existing, gasoline lawn mowers with cordless, zero-emission, electric lawn mowers. L&GE replacement provides real emission benefits by providing lawn mower owners the incentivized option of purchasing a cordless, zero-emission lawn mower instead of a higher polluting gasoline lawn mower. Zero-emission lawn mowers are not required by regulation, so the emission benefits are surplus. Carl Moyer Program funds for voucher projects are used to offset part of the cost of the replacement electric lawn mower.

1. Project Criteria

The project criteria listed below for L&GE replacement projects provide participants; districts; cordless, zero-emission, electric lawn mower manufacturers and merchants; hazardous waste material disposal companies and recycling companies with the minimum requirements for participating in L&GE replacement. All projects must also conform to the general criteria of Chapter 2, as well as the requirements described in Chapter 3: Program Administration.

2. Projects Eligible for Funding

New Replacement Cordless, Zero-Emission Electric Lawn Mower Purchase: The purchase of a new cordless, zero-emission electric lawn mower to replace the existing gasoline lawn mower that is to be scrapped is eligible for funding under this program. No emission reductions generated by the Carl Moyer Program shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. Therefore, an electric lawn mower model that generates credits by participating in ARB's zero-emission equipment credit averaging, banking and trading program is ineligible for funding.

3. Project Funding Amount

The maximum total project funding amount associated with reducing the eligible costs of a L&GE replacement project has been predetermined as \$140/lawn mower.

4. Program Requirements

(a) General Lawn and Garden Equipment Replacement Criteria

- (1) A district shall only be able to use Carl Moyer Funding to pay for L&GE replacement after any FY 2010-11 funds that have been granted to the district under AB118 for L&GE replacement have been fully liquidated.

- (2) Districts may not contribute any additional non-Carl Moyer Program incentive funds towards the purchase of the individual lawn mower. However, bulk-purchasing discounts from the electric lawn mower manufacturer or merchant are allowed.

(b) Participant Requirements

All participants must meet the following requirements to be eligible for funding:

- (1) California Residence: Participants must reside in California. Applicant certifies this on the application. Districts may add the requirement that participants reside within the district.
- (2) Own and Operate: The participant must currently own and operate the existing gasoline lawn mower in California. Applicant certifies this on the application form.
- (3) Replacement Cordless, Zero-Emission Electric Lawn Mower Operation in California: The participant must intend to own and operate the new replacement cordless, zero-emission electric lawn mower within California for a minimum of thirty six (36) months from the date of purchase. The applicant verifies this on the application Form.
- (4) Application Form: To be approved for L&GE replacement funds, the applicant must meet L&GE replacement program requirements and submit an application. Once an application is approved by the district, the district will return the application form to the applicant. The applicant must turn in the approved application form with applicant's signature at a lawn mower exchange event.

(c) Existing Lawn Mower Requirements

All existing lawn mowers must meet the following conditions before a L&GE replacement application will be approved and awarded a voucher.

- (1) Operational, Gasoline Lawn Mowers: The existing lawn mower must be in operational condition. An operational lawn mower must operate on gasoline, be able to start, move, and have all operational parts. Applicant certifies operability on the application.
- (2) Delivering the Existing Lawn Mower to the District or District-Specified Facility: The participant must deliver the existing lawn mower to the district or district-specified facility. The district or district-specified facility can reject the condition of the existing lawn mower if it is deemed inoperative.

(d) Replacement Lawn Mower Requirements

All replacement lawn mowers must meet the following requirements before a voucher is awarded to the participant:

- (1) New, Cordless, Zero-Emission Electric Lawn Mower: The replacement lawn mower must be a new, cordless, zero-emission electric lawn mower. No emission reductions generated by the Carl Moyer Program shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. Therefore, an electric lawn mower model that generates credits by participating in ARB's zero-emission equipment credit averaging, banking and trading program is ineligible for funding.
- (2) Purchase: The replacement lawn mowers must be purchased from a participating district, district-selected third party, participating manufacturer or participating merchant.

(e) District Requirements

Districts must implement the program under the following requirements:

- (1) Add Addendum to District's CMP Policies and Procedures: Districts must create an addendum to their current CMP Policies and Procedures (P&P's) describing their program within two (2) months after they define implementation of the L&GE replacement program. Districts are not required to submit this addendum to ARB but it must be available to ARB upon request.

(2) Agreements:

- a. Districts must have written agreements with both of the following parties:

- i. a hazardous waste materials disposal company; and
- ii. a recycling company.

The agreements can be folded into district agreements for other Carl Moyer Programs. The recycling company and the hazardous waste material company can be the same company.

- b. Districts must have a written agreement with at least one of the following parties:

- i. a cordless, zero-emission electric lawn mower manufacturer; or

- ii. a cordless, zero-emission electric lawn mower merchant.
- (3) Third Party: Districts may select a third party to manage some of the district's requirements of the program. If a district partners with a third party, the district must enter into an agreement with the third party and update their P&P's to include an example of the agreement. The agreement must state that the third party will comply with all L&GE replacement program requirements. The district also must train the third parties on the L&GE replacement program.
- (4) Review and Approve Applications: Districts must review an application and approve a project once all program requirements have been met. Applications, at a minimum, must have the following information:
- a. Information about the Applicant:
 - i. Name
 - ii. Mailing Address (including City, State, Zip)
 - iii. Physical Address (if different from mailing)
 - iv. Phone Number
 - v. Date of Application
 - b. Information about the Applicant's Existing Gasoline Lawn Mower:
 - i. Manufacturer
 - ii. Model Year (if known)
 - c. Section for the applicant to certify the following information is accurate and true:
 - i. Existing gasoline lawn mower is operational.
 - ii. Applicant resides in California.
 - iii. Applicant currently owns and operates the gasoline lawn mower in California.
 - iv. From the date of purchase, applicant intends to own and operate the new, cordless, zero-emission electric lawn mower in California.
 - v. The information provided in the application is true and correct and meets the minimum requirements of the L&GE replacement program.
 - vi. I understand that an incomplete or illegible application may be immediately rejected, and I will be notified.
 - vii. I understand as an applicant that incentive programs have limited funds and shall terminate upon depletion of program funding.

- d. A box for the applicant to check to certify the information included in (c) is correct and signify the applicant's agreement with the above statements.
- (5) Application Approval: The application approval process consists of the following steps:
- a. Applicant submits application to the district.
 - b. District approves application, and returns it to applicant.
 - c. Applicant turns in application with applicant's signature at lawn mower exchange event.
- (6) Rejected Application: If a submitted application is incomplete or illegible, the district must reject the application immediately and notify the applicant within five days of receipt. Districts may follow up with an applicant in order to complete an incomplete or illegible application.
- (7) Disbursement Request Requirements: A district may request Carl Moyer Program funds as these funds become available. In order for a district to be approved for a disbursement request, the district must provide the following to ARB:
- a. Verification of board approval to implement the L&GE replacement program for the requested disbursement amount or more; and
 - b. An example of at least one cordless, zero-emission electric lawn mower manufacturer or merchant agreement; and
 - c. An example of at least one active hazardous waste materials disposal company agreement; and
 - d. An example of at least one active recycling company agreement; and
 - e. A history of previous years', up to five years if applicable, funding of the district's lawn and garden equipment exchange programs, including the following information:
 - i. Yearly Amount Funded.
 - ii. Yearly Number of Mowers funded.
 - iii. Yearly Program Administration Costs.

iv. Cordless, zero-emission electric lawn mower cost breakdown:

1. Amount district paid to manufacturer.
 2. Amount participant pays.
 3. Amount district pays from district's local funds.
 4. Amount of any additional funds.
- (8) Operational Condition of Existing Lawn Mower: District or district-specified facility must ensure that each existing lawn mower is in apparently operational condition. The district or district-specified facility can reject the condition of the existing lawn mower if it is deemed inoperative.
- (9) Project Payment: Districts must include in their P&P's a detailed description of the process through which the district provides payment to the cordless, zero-emission electric lawn mower manufacturer, merchant and/or applicant.
- (10) Merchant Reimbursement Package: Prior to receiving reimbursement, a district-specified third party, participating manufacturer or participating merchant must submit a reimbursement package to the district. The following documents should be included in the reimbursement package:
- (a) Invoice signed by the applicant that shows the final purchase price less the voucher award. In the case of an online merchant, the invoice does not have to be signed by the applicant.
 - (b) If a recycling code is used in addition to a voucher in order to purchase the lawn mower, the recycling code.
 - (c) The name and address of the participant.
- (11) Lawn Mower Destruction Documentation: Districts must collect from their participating Recycling Companies signed receipts which show the number of lawn mowers destroyed.
- (12) Audit and Monitoring: Districts must allow ARB to monitor their L&GE replacement program; which may include audits of the district's implementation of the program.
- (13) Meeting Environmental Justice (EJ) Requirements: Districts with environmental justice requirements shall not apply these requirements to the L&GE replacement application review until after each year of

implementation. The district must then review each project to determine if it helps to meet district EJ requirements. If EJ requirements have not been met then other Carl Moyer funded projects will need to be used to fulfill this EJ requirement.

- (14) Reporting in CARL: For expenditure reporting requirements the following information must be entered into the CARL database:

- a. Total number of lawn mowers exchanged.
- b. Date of the Exchange of the final lawn mower.
- c. Total amount of Moyer funds liquidated.
- d. Date of liquidation of the final project.

- (15) Records Retention: Districts must retain all records of approved projects for a minimum of five (5) years from the date of issuing the voucher. For rejected projects, districts must maintain a copy of the application, the rejection letter, and method of notification for five (5) years from the date the application was received.

(f) Participating Manufacturer Requirements

Participating manufacturers' agreements must include the following information:

- (1) Covered Lawn Mowers: Information about the cordless, zero-emission electric lawn mowers covered by the agreement:
 - a. Lawn Mower Model Name.
 - b. Lawn Mower Year of Production.
 - c. Lawn Mower Cutting Radius.
 - d. Lawn Mower Battery Description (Voltage).
 - e. Total number of cordless, electric lawn mowers covered by the agreement.
 - f. The cost of each cordless, electric lawn mower.
 - g. The total contract amount, or total contract amount not to exceed.
 - h. The date by which the work shall be completed.
 - i. Lawn Mower Warranty Description.
- (2) Manufacturer Qualifications: A statement that the manufacturer meets the following minimum qualifications for participation in the L&GE replacement program, and shall continue to meet these qualifications throughout its participation in the L&GE replacement program.

- a. Manufacturer has had a valid business license for a minimum of the last two years.
 - b. Manufacturer agrees to allow the district or ARB to inspect cordless, zero-emission electric lawn mowers or audit program records covered under this Agreement during normal business hours.
- (3) After Market Service: A statement that the manufacturer shall provide after market service to customers against defects in materials or workmanship as defined by the Terms and Conditions listed in the product warranty.
 - (4) Recalls: A statement that as soon as reasonably possible, manufacturer shall notify the district and individually notify any and all purchasers of equipment through this program of any recall of the lawn mower or any of its constituent parts ordered by contractor or by a government agency.
 - (5) District Does Not Warrant or Endorse Lawn Mowers: A statement that the district does not warrant or endorse the manufacturer's lawn mowers for any purpose, including materials, workmanship, merchantability or fitness for use. Nothing in the district/manufacturer contract shall be constituted as a warranty or endorsement.
 - (6) Averaging, Banking and Trading (ABT) Program Exclusion: A statement that no emission reductions generated by the Carl Moyer Program shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. Therefore, electric lawn mower models included in the agreement are not generating credits by participating in ARB's zero-emission equipment credit averaging, banking and trading program.
 - (7) Return of Funds: A statement that, should the manufacturer fail to show that they are implementing the program consistent with the L&GE replacement program requirements, the manufacturer or merchant shall return to the district funds in proportion to any loss of emission reductions compared with the projected reductions of the agreement.

(g) Participating Merchant Requirements

Participating merchants' agreements must include the following:

- (1) Merchant Qualifications: A statement that the merchant meets the following minimum qualifications for participation in the L&GE replacement program, and shall continue to meet these qualifications throughout its participation in the L&GE replacement program.

- a. Merchant has had a valid business license issued in California for a minimum of the last two years.
 - b. Merchant agrees to allow the district or ARB to inspect cordless, zero-emission electric lawn mowers or audit program records covered under this Agreement during normal business hours.
- (2) Invoice: A statement that the merchant shall show on the replacement lawn mower invoice the voucher amount. The voucher does not reduce the purchase price of the lawn mower, but is an incentive to the lawn mower owner that will result in a lower price paid by the participant. The receipt of voucher funds does not lower the base price of the lawn mower nor reduces the tax basis of the lawn mower.
 - (3) Average, Banking and Trading (ABT) Program Exclusion: A statement that no emission reductions generated by the Carl Moyer Program shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. Therefore, electric lawn mower models included in the agreement are not generating credits by participating in ARB's zero-emission equipment credit averaging, banking and trading program.
 - (4) Return of Funds: A statement that should the merchant fail to show that they are implementing the program consistent with L&GE replacement program requirements, the manufacturer or merchant shall return to the district funds in proportion to any loss of emission reductions compared with the projected reductions of the agreement.

(h) Participating Recycling Company Requirements

Participating recycling companies' agreements must include the following:

- (1) Destruction of Lawn Mowers: A statement that the recycling company shall destroy the lawn mower and engine within 60 days of receipt such that the lawn mower is no longer operable or repairable.
- (2) Receipt of Lawn Mower Destruction: A statement that the recycling company shall notify the district that a lawn mower is destroyed by sending the district a signed receipt indicating the number of lawn mowers destroyed.